

TAB A

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made as of and effective the 1st day of January, 2003 by and between ARTHUR LEVINSON, as Agent for Bertram Levinson, Lois Maleman (f/k/a Lois Brown) and Arthur Levinson, having an address of 4234 Collwood Lane, San Diego, CA 92115-2010 ("Lessor") and NOTHING HEAVY, INC., a New York corporation having an address of 210-212 Tenth Avenue, New York, NY 10011 ("Lessee").

RECITALS:

A. Lessor and Lessee are parties to a certain Lease dated December, 1990, as amended by instruments dated January 1, 1991 and January 1, 2000 (collectively, the "Lease") respecting premises 210-212 Tenth Avenue (also known as 493 West 22nd Street) in the City, County and State of New York (the "Demised Premises"); and

B. Lessor and Lessee wish to amend certain provisions of the Lease and by this instrument intend to provide for such amendment, to restate certain terms of the Lease and otherwise to better clarify and define their respective rights and obligations inter se;

NOW, THEREFORE, in consideration of One Dollar in hand paid and other good and valuable consideration, and the mutual promises herein contained, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. The Recitals are hereby incorporated by this reference.
2. Except as otherwise set forth, all capitalized terms used herein shall have the same meanings as ascribed in the Lease.
3. It is intended that this Amendment to Lease supersede and supplant any and all existing provisions of the Lease which in any way contradict or conflict with the terms set forth herein, such that in the event of any inconsistency, the provisions of this Amendment to Lease shall govern and control.
4. Section 2(a) of the Lease is hereby amended so as to redefine the term Fixed Rent to mean, for the period commencing January 1, 2003, the sum of \$1,75,104.00 per annum, payable in monthly installments on or before the first day of the month of \$14,592.00. Lessee shall not be deemed in default under the Lease in the payment of Fixed Rent provided that Lessee shall have paid, not later than April 30, 2003, any accumulated shortfall in Fixed Rent from the effective date hereof.
5. Section 2(b)(A)(i) of the Lease and Paragraph 3 of the Amendment of Lease dated January 1, 2000 of the Lease are hereby amended so as to redefine the term Base Year to mean "Calendar Year 2003."
6. Section 2(b)(A)(iii) of the Lease is hereby deleted.